

1 Tionna Dolin (SBN 299010)
2 tdolin@splattorney.com
3 Hayk Proshyan (SBN 310039)
4 hproshyan@splattorney.com
5 STRATEGIC LEGAL PRACTICES, APC
6 1840 Century Park East, Suite 430
7 Los Angeles, California 90067
8 Telephone: (310) 929-4900
9 Facsimile: (310) 943-3838

10 Attorneys for Plaintiff
11 SAED SAMANDARYMATOF and SANDRA STOREY o/b/o POINT TO POINT
12 LIMO, LLC.

13 Sephen H. Dye (104385)
14 sdye@schnader.com
15 Charles F. Harlow (200702)
16 charlow@schnader.com
17 SCHNADER HARRISON SEGAL & LEWIS LLP
18 650 California Street, 19th Floor
19 San Francisco, California 94108-2736
20 Tel: 323-653-3900
21 Fax: 323-653-3021

22 Attorneys for Defendants
23 FORD MOTOR COMPANY and SOUTH BAY
24 FORD, INC.

25
26
27
28
UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

29 SAED SAMANDARYMATOF and
30 SANDRA STOREY o/b/o POINT TO
31 POINT LIMO, LLC.,

32 Plaintiffs,

33 v.

34 FORD MOTOR COMPANY and
35 SOUTH BAY FORD, INC.

36 Defendants.

Case No. 2:18-CV-09138-FMO-RAO

JOINT RULE 26(f) REPORT

37
38 Pursuant to Rule 26(f) of the *Federal Rules of Civil Procedure* and Local

1 Rule 26.1, the parties submit this joint report, following their conference held on
2 January 2, 2018:

3 **A. *Statement of the Case***

4 Plaintiffs Saed Samandarymatof and Sandra Storey (“Plaintiff”) bring this
5 motor vehicle lemon law action against Defendants Ford Motor Company (“FMC”)
6 and South Bay Ford, Inc. (“South Bay”) or collectively (“Defendants”) pursuant to
7 28 U.S.C. § 1331 because the action alleges claims pursuant to 15 U.S.C. § 2310,
8 the Magnuson Moss Warranty Act. Plaintiffs also allege violations of the the
9 Song-Beverly Consumer Warranty Act (Cal. Code. Civ. Proc. §§1790 et seq.) (the
10 “Act”). In the Complaint, Plaintiffs allege that Defendant breached the implied and
11 express warranties that accompanied Plaintiffs’ purchase of a 2016 Lincoln
12 Navigator, vehicle identification number 5LMJJ3HTXGEL08199 (the “Subject
13 Vehicle”) on or around February 6, 2018.

14 Plaintiffs allege (1) that the Subject Vehicle suffers from defects which
15 substantially impair the vehicle’s use, value, and/or safety (2) Defendant breached the
16 express written warranty provided to Plaintiff; (3) Defendant failed to conform the
17 applicable warranties within 30 days, (4) Defendant failed to make available to its
18 authorized service and repair facilities sufficient service literature and replacement
19 parts to effect repairs during the express warranty period; (5) Defendant willfully
20 failed to comply with its obligations under the express warranty and the Song-Beverly
21 Consumer Warranty Act by failing to repurchase the Subject Vehicle and is liable for
22 civil penalty damages of up to two times Plaintiff’s actual damages; (6) Defendant
23 breached the implied warranty of merchantability.

24 Defendant Ford Motor Company contends there are no defects and, to
25 whatever extent a defect did exist, Ford has successfully repaired the Subject
26 Vehicle and conformed it to warranty.

27 The parties have reached a settlement in-principle. On January 3, 2019 the
28 parties filed a stipulation to continue the Scheduling Conference to allow the

1.

Case No. 2:18-CV-09138-FMO-RAO

1 parties sufficient time to finalize the settlement in action. The parties' stipulation
2 was denied on January 4, 2019.

3 ***B. Subject Matter Jurisdiction***

4 Plaintiffs filed this action on September 21, 2018, in Los Angeles County
5 Superior Court. Defendant removed this action to the Central District on October
6 24, 2018. This Court has jurisdiction over this matter pursuant to 28 U.S.C. § 1331
7 because the action alleges claims pursuant to 15 U.S.C. § 2310, the Magnuson
8 Moss Warranty Act.

9 ***C. Legal Issues***

10 Plaintiffs allege (1) that the Subject Vehicle suffers from defects which
11 substantially impair the vehicle's use, value, and/or safety (2) Defendant breached the
12 express written warranty provided to Plaintiff; (3) Defendant failed to conform the
13 applicable warranties within 30 days, (4) Defendant failed to make available to its
14 authorized service and repair facilities sufficient service literature and replacement
15 parts to effect repairs during the express warranty period; (5) Defendant willfully
16 failed to comply with its obligations under the express warranty and the Song-Beverly
17 Consumer Warranty Act by failing to repurchase the Subject Vehicle and is liable for
18 civil penalty damages of up to two times Plaintiff's actual damages; (6) Defendant
19 breached the implied warranty of merchantability.

20 Defendant Ford Motor Company contends there are no defects, and to
21 whatever extent a defect did exist, Ford has successfully repaired the Subject Vehicle
22 and conformed it to warranty.

23 Further legal issues may be expected to arise as investigation and discovery
24 continue. However, the Parties do not believe that there are any unusual legal
25 issues that will be presented by this case. Furthermore, the Parties do not anticipate
26 any requests for severance, bifurcation or other ordering of proof.

27 ***E. Damages***

28 Plaintiffs seek restitution, actual damages, various incidental and
2. Case No. 2:18-CV-09138-FMO-RAO

1 consequential damages, civil penalties (of up to two times the actual damages), pre-
2 judgment interest, attorney's fees, expenses and costs. The parties have reached a
3 settlement in principle.

4 ***F. Insurance***

5 The Parties are not aware of any insurance coverage applicable to this matter.

6 ***G. Motions***

7 The Parties do not anticipate adding any parties or claims or any venue
8 changes.

9 ***H. Manual for Complex Litigation***

10 Not applicable to this case.

11 ***I. Status of Discovery***

12 The parties have not yet commenced discovery.

13 ***J. Discovery Plan***

14 The parties have not discussed a discovery plan because there is a settlement
15 in principle. However, if needed, Plaintiffs' anticipated discovery, at a minimum,
16 will include the deposition of Defendant's 30(b)(6) witnesses, its authorized repair
17 facility and its servicing technicians, and any other individuals with relevant
18 information regarding the Subject Vehicle. Plaintiff will also propound requests for
19 admissions, written interrogatories, and document demands.

20 ***K. Discovery Cut-off***

21 The parties have not discussed discovery cutoffs at this point because there is
22 a settlement in-principle.

23 ***L. Expert Discovery***

24 The alleged defects regarding the Vehicle implicate expert evidence. The
25 parties will comply with the *Federal Rules of Civil Procedure* for the completion of
26 expert discovery if need be. The parties have reached a settlement in principle.

27 ***M. Dispositive Motions***

28 At this time, the parties do not know whether they will ask the Court to
3.

Case No. 2:18-CV-09138-FMO-RAO

1 resolve any claims through any dispositive motions.

2 ***N. Settlement***

3 The parties have reached a settlement in principle. As part of the settlement
4 agreement, Plaintiffs will need to surrender the vehicle and Defendant will need to
5 pay the remaining balance of the settlement amount.

6 ***O. Trial Estimate***

7 If needed, Plaintiffs estimate a 5-7-day jury trial.

8 ***P. Trial Counsel***

9 ***1. Plaintiffs' Trial Counsel***

10 Tionna Dolin

11 Hayk Proshyan

12 Strategic Legal Practices, APC

13 ***2. Defendant's Trial Counsel***

14 Sephen H. Dye

15 Charles F. Harlow

16 SCHNADER HARRISON SEGAL & LEWIS LLP

17 ***Q. Independent Expert or Master***

18 The parties do not believe the Court should consider appointing a Master
19 pursuant to Rule 53 or an independent scientific expert. The parties have reached a
20 settlement in principle.

21 ***R. Timetable***

22 The parties have not discussed a timetable yet. The parties have reached a
23 settlement in principle.

24 ***S. Other Issues***

25 The parties do not anticipate adding any additional parties at this time. The
26 Parties reserves the right to add parties, if necessary. The parties have reached a
27 settlement in principle.

1 Dated: January 8, 2019

**SCHNADER HARRISON SEGAL &
LEWIS LLP**

2
3 By: /s/
4 Stephen H. Dye
Charles F. Harlow

5 Attorneys for Defendants

6
7 Dated: January 8, 2019

**STRATEGIC LEGAL PRACTICES,
APC**

8
9 By: /s/
10 Tionna Dolin
Hayk Proshyan

11 Attorneys for Plaintiffs

12
13
14
15
16
17
18
19 **ATTESTATION OF ELECTRONIC SIGNATURES**

20 I, Hayk Proshyan, attest that all signatories listed, and on whose behalf this
21 filing is submitted, concur in the filing's content and have authorized the filing of
22 this Stipulation.